

COUNTY OF MARLBORO REQUEST FOR PROPOSALS

The County of Marlboro is currently accepting proposals on Booster Pump.

Bids Due: Monday, May 10, 2010
12:00 Noon

Public Bid Opening: Monday, May 10, 2010
12:00 Noon
William P. Wallace, Sr.
Administration Building

For Bid Information Contact: Cecil Kimrey
843-479-5600 ext 12
Post Office Box 419
Bennettsville, South Carolina 29512

Bid must be marked **"Booster Pump"** and submitted to Cecil Kimrey, County Administrator. The County reserves the right to judgmentally select or reject any or all bids.

SCOPE OF WORK
BOOSTER PUMP STATION ELECTRICAL INSTALLATION
WALLACE WATER COMPANY, INC.
DATE: APRIL 21, 2010

I. Contractor is to furnish and install the following, complete:

1. Breaker panel, 200 amp main breaker, single phase, 3 wire, 120/240 volt, NEMA 3R enclosure (not stainless steel) and electrical equipment rack at service pole outside station. (Coordinate w/ Owner, Engineer and Power Company)
2. 125 amp single phase feeder from breaker panel to pump control panel.
3. 20 amp, 120 volt circuits from breaker panel to pump station light/fan, receptacle, and heater. (3 circuits, # 10 W/G. ¾" conduit)
4. Installation of light, fan, receptacle and heater inside pump station.
5. 9' diameter x 8" thick concrete pad for booster pump station.
6. Rigid steel conduit (exposed outside and underground).
7. Schedule 40 PVC conduit (inside pump station).
8. RHW conductors.
9. Trenching/backfilling as required for electrical installation.

II. Wallace Water Company is to provide the following:

1. Placement of pump station on pad.
2. Fiberglass building and its installation.
3. Pumps, pump control panel, controls and transducers.
4. Piping and connection to water system.
5. Light, fan and heater.
6. Power company fees.

Note:

No SCADA equipment, antenna or related items are included in the work.

INSTRUCTIONS TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received and opened as specified in the Invitation to Bid.

(a) The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.

(b) Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. **PREPARATION OF BID:** All Bids shall be on copies of the printed forms herein, and shall be for all labor, material and equipment required to complete the work embraced in the contract in accordance with the Plans and Specifications.

(a) Bid forms shall not be torn or removed from the Bound Volume. Bids shall be submitted on a copy of the Bid form.

(b) Bids shall be typewritten or completed in ink. All blank spaces for bid prices must be filled in, in figures, or in both words and figures if so indicated in the Bid form. In addition, any other information requested in the Bid form must be completed. If requested in the Bid, each bidder shall show the make of materials and equipment used in his quotation. No change in equipment or materials will be allowed after bids are received without the written approval of the Engineer.

(c) Failure to name the maker of equipment and materials, if requested, shall give the Owner the right to select equipment and materials of his choice at the prices listed in the Bid.

(d) Each bidder shall show, in the spaces provided at the end of the Bid, the names of any subcontractors and the scope of their work, which he may employ on the Project. Subcontractors will be required to comply with all applicable requirements of the Specifications.

(e) Each bidder shall acknowledge receipt of all addenda in the spaces provided in the Bid form. It shall be each Bidder's responsibility to assure himself that all addenda have been received. No claim for failure to receive addenda will be considered.

(f) If called for in the Bid, each bidder shall submit a price for all alternates listed therein. Failure to do so will result in the Bid being considered incomplete and may result in rejection of the Bid.

(g) On the first sheet of the Bid form, the bidder shall write his name and address, and Contractor's License Number. In South Carolina, where a mechanical contract amounts to \$10,000 or more, the name and license number of the subcontractor shall also be shown.

(h) Each Bid must be submitted in a sealed envelope, addressed to the Owner along with the name of the project for which the bid is submitted. The bidder shall also show his name and license number and subcontractor's name and mechanical license number, if required, on the outside of the envelope. Failure to show the required license numbers may result in rejection of bid, unopened. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope.

3. **TELEGRAPHIC MODIFICATION:** Any bidder may modify his bid by telegraphic communication, at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time; and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

4. **BIDDERS QUALIFICATIONS:** To be acceptable to the Owner, bidders must be skilled in the class of work on which they bid, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding. Three letters of reference in gutter installation shall be required.

(a) The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

(b) The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. **EXECUTION OF CONTRACT:** The bidder to whom an award is made shall execute and deliver to the Owner a written contract on the form attached hereto within seven (7) days after notice of award has been received. The successful bidder will also be required to provide a Performance Bond and SCDHEC Co-Permittee Agreement before proceeding with the work.

6. **LICENSES AND PERMITS:** In addition to the licenses required by the advertisement and specifications, the following is required:

(a) South Carolina law provides that a building permit shall be secured by the successful bidder for each particular contract, if applicable.

7. **TIME OF COMPLETION AND LIQUIDATED DAMAGES:** The bidder must agree to commence work within the time stipulated in the Bid Form and to fully complete the project within the time stipulated in the Contract. Bidders must also agree to pay as liquidated damages the amount set forth in the Contract for each consecutive calendar day that the work is incomplete after the date of completion, plus the cost of those agents representing the Owner who are engaged in the project after the scheduled completion date.

8. **EXAMINATION OF PROJECT:** Each of the bidders shall fully familiarize himself with the Plans, Specifications, soil properties and other conditions relating to the project to insure complete understanding of all the details involved. He shall satisfy himself as to the actual conditions and requirements of the work by personal examination of its location or other means, so as to enable him to make up his bid intelligently and to advantage. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to complete the provision of his contract. No allowance will be made for any claims that a bid was based on incomplete information as to the nature and character of the sites and of the work involved.

9. **INTERPRETATIONS OF PLANS AND SPECIFICATIONS:** No interpretation of the meaning of the Plans, Specifications, or other documents will be made to any bidder orally prior to the receipt of bids.

(a) Any request for such interruption shall be in writing addressed to the Owner. To be given consideration, such requests must be received at least seven (7) days prior to the scheduled date for opening bids. Any such interpretations or supplemental instructions will be issued in the form of addenda to the Contract Documents which will be faxed or mailed to all persons receiving a set of documents, not later than five days prior to the date for opening of bids.

(b) Failure of any bidder to receive such addenda shall not relieve him of any obligation under his Contract Documents.

10. **RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:** The work comprises approximately the quantities shown in the Bid Form which will be used as a basis for comparison of bids and not for final estimate.

(a) The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

(b) The Owner reserves the right to increase or decrease the amount of work under the Contract to the extent of 30% of the work contemplated, at the unit prices quoted in the Bid.

11. **POWER OF ATTORNEY:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.

12. **LAW AND REGULATIONS:** The bidder's attention is directed to the fact that all applicable State laws, local ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

13. **METHOD OF AWARD:** Contracts will be awarded to the low bidder whose bid, in conjunction with any combination of alternates, appears to serve the best interest of the Owner; provided that such low bidder is considered by the Owner to be responsible and capable of performing the work. Quality and performance of equipment and materials will be evaluated, in conjunction with price, as important considerations in determination of award to the low bidder. The Owner reserves the right to accept or reject, in whole or in part, such bids as appears in its judgment to be in their best interests, or to waive any informalities in the bidding.

14. **OBLIGATION OF BIDDER:** At the time of the opening of bids, each be presumed to have inspected the site and to have read and to be familiar with the Plans and Contract Documents (including all addenda). or omission of any bidder to examine any form, instruction or document way relieve any bidder from any obligation in respect to this bid. No bids withdrawn for a period of sixty (60) days after actual date of the opening of

15. **NOTICE OF SPECIAL CONDITIONS:** Attention is called to those parts of the Contract Documents and Specifications which deal with the items below, if they are included in the following specifications:

- (a) Insurance requirements
- (b) Protection of property

Bid (continued)

The Bidder further proposes and agrees hereby to commence the work with adequate forces and equipment within ten (10) days after being notified by the Owner to proceed, and to complete the work within the specified time.

Respectfully submitted,

Contractor: _____

By: _____

Title: _____

Address: _____

Zip Code: _____

Seal - (If Bid is by a Corporation)

Telephone No.: _____

FAX No.: _____

Date: _____

License Number: _____

Proposed Sub-Contractors:

Name

Address

Type and Extent of Work

Bid (continued)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good, and may not be withdrawn, for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.